

This Indenture, Made this 9th day of February in the year of our Lord one thousand eight hundred and ninety seven between W. N. Winter and Ruth Winter his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. F. Buckheim of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot five (5) in Block Thirteen (13) in same's second Addition to the City of Lawrence in Douglas County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. N. Winter and Ruth Winter do hereby covenant and agree that at the delivery hereof are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same against all claims which ever

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred dollars

according to the terms of A certain promissory note this day executed and delivered by the said W. N. Winter and Ruth Winter to the said party of the second part: payable at Big Springs, Kansas as follows to-wit: Seven Hundred Dollars on the 9th day of February, 1899 with interest thereon.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part therefor, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said W. N. Winter, his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

W. N. Winter (SEAL)
Ruth Winter (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 9th day of February, A. D. 1897, before me, the undersigned, a Notary Public in and for said County and State, came W. N. Winter Ruth Winter, husband and wife who are to me personally known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public, term expires Oct 1st 1900

Recorded Feb 20 A. D. 1897, at 10 o'clock A-M.

A. V. Sharpe Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.
At my hand this 18th day of March, A.D. 1899.

John F. Buckheim

Recorded March 21st 1899

D. J. Dorman Register of Deeds
by A. C. Fisher Deputy